

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS – HOUSTON DIVISION**

United States Courts
Southern District of Texas
FILED

Rachael Griffin-EL, ex rel

AUG 06 2025

RACHAEL GRIFFIN
Moorish American National, In Propria Persona, Sui Juris,
Plaintiff,

Nathan Ochsner, Clerk of Court

v.

Thomas J. Axon, CEO, (U.S. Citizen), FRANKLIN CREDIT MANAGEMENT
CORPORATION, et al.,
Defendants.

Civil Action No.: **4:25-cv-02013**

**JUDICIAL NOTICE OF DEFAULT,
DEMAND FOR ENTRY OF JUDGMENT,
ORDER TO QUIET TITLE, AND
DECLARATION OF UNLAWFUL FORECLOSURE**

I. INTRODUCTION AND BACKGROUND

1. Plaintiff, Rachael Griffin-El, Moorish American National, In Propria Persona sui juris, is the rightful Beneficiary and holder of allodial title to the real property legally described known as:
LOT FIVE (5), BLOCK TWO (2) OF ELLA CROSSING, SEC. 1, HARRIS COUNTY, TEXAS, Map Records Film Code No. 583137.
2. On **July 30, 2025**, Plaintiff served a **Writ of Quo Warranto**, Notice of Challenge to Unlawful Foreclosure, and Allodial Compensation Invoice upon:
 - o Thomas J. Axon, U.S. Citizen, CEO of Franklin Credit Management Corporation, and
 - o His affiliates and agents: Brandon Wolf, A.L. Keller Mackie, Michael Zientz, Lori Liane Long, Chelsea Schneider, Ester Gonzales, and Karla Balli, all U.S. citizens, attorneys-at-law, feoffees, and trustees operating under color of law.
3. The Defendants were given **five (5) days** from receipt to produce lawful proof of authority, verified claim documents, or to rebut the allegations under penalty of perjury.

4. Defendants failed to provide any lawful, sworn, point-by-point rebuttal or valid proof of authority within the specified time.
 5. Subsequently, Plaintiff received a fraudulent instrument titled "Notice of Rescission of Acceleration of Loan Maturity," which does not constitute a lawful response, nor does it cure the invalidity of the alleged foreclosure or hypothecation.
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II. NOTICE OF DEFAULT AND DEMAND FOR ENTRY OF JUDGMENT

6. Plaintiff hereby gives **Judicial Notice** of the Defendants' **default** for failure to respond lawfully and timely, admitting by silence and inaction that no valid claim or authority exists.
 7. Plaintiff demands that the Court:
 - o Enter judgment recognizing the Defendants' default,
 - o Void any and all attempted foreclosure actions as **unlawful, void ab initio**,
 - o Confirm Plaintiff's superior **allodial title** free and clear of any claims by Defendants,
 - o Enforce the attached **Allodial Compensation Invoice** for damages totaling **\$15,035,500** payable in .9999 fine silver bullion coins or bars.
-

III. DECLARATION OF UNLAWFUL FORECLOSURE

8. The purported foreclosure and related actions undertaken by Defendants constitute:
 - o Fraud in the inducement,
 - o Hypothecation of Plaintiff's private estate without lawful consideration,
 - o Breach of fiduciary duty and trust law violations,
 - o Violation of the Treaty of Peace and Friendship (1787/1836) protecting Plaintiff's sovereign estate,
 - o Violation of the American Declaration on the Rights of Indigenous Peoples and applicable international law.
 9. Accordingly, all foreclosure attempts and security interests asserted by Defendants are declared **null and void**.
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IV. ORDER TO QUIET TITLE

10. Plaintiff demands this Court enter an Order to Quiet Title declaring Plaintiff as the sole lawful owner of the property described above, free of any encumbrance, lien, or claim asserted by Defendants or their agents.
11. This Order shall be recorded with the Harris County real property records to reflect Plaintiff's clear, uncontested title.

V. NO LAWFUL CONTRACT EXISTS – FAILURE OF MEETING OF THE MINDS

12. Plaintiff asserts that **no valid contract exists** between Plaintiff and the Defendants, as there was **no meeting of the minds**, no mutual assent, and no full disclosure regarding the alleged mortgage, deed of trust, or security instrument. Any alleged agreement was procured through deception, misrepresentation, and constructive fraud.
13. “In order to form a contract, the parties must have a distinct understanding, common to both, and without doubt or difference. Unless all understand alike, there can be no assent, and therefore no contract.”
 - *Webster Lumber Co. v. Lincoln*, 94 Fla. 1097, 115 So. 498 (1927)
 - *Minsky’s Follies of Florida, Inc. v. Sennes*, 206 F.2d 1 (5th Cir. 1953)
 - *O’Neil Corporate Trustees, Inc. v. Sennes*, 376 F.2d 818 (5th Cir. 1967)
14. Accordingly, any instrument or transaction that arose from such a defective and unequal process is **null and void ab initio**. The presumption of a valid contract is rebutted in full by Plaintiff’s sworn Affidavit of Fact and Writ of Quo Warranto, to which no lawful rebuttal has been made under penalty of perjury.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests this Court to:

- a) Take Judicial Notice of Defendants’ default for failure to respond lawfully;
- b) Enter Judgment in favor of Plaintiff, declaring Defendants’ claims null, void, and unenforceable;
- c) Quiet title to the subject property in Plaintiff’s name, free of all encumbrances by Defendants;
- d) Enforce the Allodial Compensation Invoice in the amount of \$15,035,500, payable as demanded;
- e) Grant any further relief the Court deems just and proper.

VI. DECLARATION AND SIGNATURE

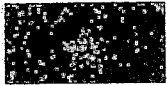
I, **Rachael Griffin-El**, declare under penalty of perjury under Divine Law, the Zodiac Constitution, and the Constitution for the United States (1791), that I do hereby affirm and certify that the foregoing facts and statements are true and correct to the best of my knowledge, information, and belief, under the laws of the United States of America.

Executed this 6 day of August, 2025.

Rachael Griffin-El



Affiant: Rachael Griffin-El, ex rel RACHAEL GRIFFIN
All Rights Reserved – Without Prejudice – UCC 1-308
c/o 703 Deveron Lane, Houston, Texas Republic [77090]
Non-domestic, Non-resident, Zip Exempt



International Document Notice to Agent is Notice to Principal - Notice to Principal is Notice to Agent

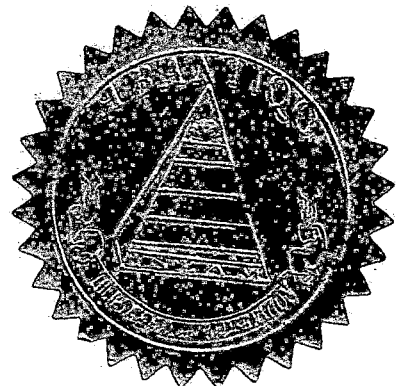
Certificate of Service

I hereby certify that a true and correct copy of this Judicial Notice of Default and Demand for Entry of Judgment has been served upon Thomas J. Axon and his affiliates/agents at:

Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254

This 6 day of August, 2025.

Rachael Griffin-El



MACKIE WOLF ZIENTZ & MANN, P.C.

ATTORNEYS AT LAW
PARKWAY OFFICE CENTER, SUITE 900
14160 DALLAS PARKWAY
DALLAS, TX 75254
PHONE (214) 635-2650 FAX (214) 635-2686
WWW.MWZMLAW.COM

HOURS OF OPERATION: M-F 8:00AM-5:00PM CT | REPLY TO THE ABOVE ADDRESS

16-000073-740-5
July 28, 2025
RACHAEL GRIFFIN
703 DEVERON LANE
HOUSTON, TX 77090

RE: Loan No. XXXXXX2795
MWZM No. 16-000073-740-5

NOTICE OF RESCISSION OF ACCELERATION OF LOAN MATURITY

Dear RACHAEL GRIFFIN:

We have been retained by FRANKLIN CREDIT MANAGEMENT CORPORATION, Mortgage Servicer for Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Certificate Trustee of Bosco Credit II Trust Series 2010-1, the current Mortgagee of the Note and Deed of Trust related to the above referenced loan. A servicing agreement between the Mortgagee, whose address is:

WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS
CERTIFICATE TRUSTEE OF BOSCO CREDIT II TRUST SERIES 2010-1
C/O FRANKLIN CREDIT MANAGEMENT CORPORATION
101 HUDSON STREET
24TH FLOOR
JERSEY CITY, NJ 07302

and the Mortgage Servicer, authorizes the Mortgage Servicer to collect the debt. We have been employed by our client to represent it in collecting the indebtedness and enforcing the Security Instrument (Deed of Trust or Mortgage).

A default occurred under the terms of the Note. Notification was sent that default had occurred in the payment of the Note and that FRANKLIN CREDIT MANAGEMENT CORPORATION would accelerate the maturity of the Note if you did not cure the default. Because of your failure to cure the default, the maturity date of the Note was accelerated on behalf of the Mortgagee(s) by Mackie Wolf Zientz & Mann, P.C..

NOW, THEREFORE, FRANKLIN CREDIT MANAGEMENT CORPORATION, without prejudice or waiver of any right or remedy available to it by reason of any past or future default, hereby rescinds the acceleration of the debt and maturity of the Note. The Note and Security Instrument are now in effect in accordance with their original terms and conditions, as though no acceleration took place.

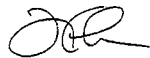
FRANKLIN CREDIT MANAGEMENT CORPORATION expressly requires full performance of any and all terms, conditions or requirements set forth in the Note and Security Instrument or any other documents executed by the parties to the indebtedness. The validity of the Security Instrument or the perfection of any liens securing payment of the Note are not diminished in any way and this Notice of Rescission of Acceleration of Loan Maturity is not intended, nor should it be construed to waive, release or limit any rights Lender would otherwise have under the terms of the Note and Security Instrument. FRANKLIN CREDIT MANAGEMENT CORPORATION retains all rights of recourse against any and all parties obligated under the terms of the Note and Security Instrument.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

IF THIS DEBT HAS BEEN DISCHARGED IN BANKRUPTCY OR YOU ARE NOT OBLIGED ON THIS DEBT, THE MORTGAGE SERVICER IS NOT ATTEMPTING TO COLLECT THIS DEBT FROM YOU PERSONALLY.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT AND ANY INFORMATION OBTAINED BY IT WILL BE USED FOR THAT PURPOSE.

Sincerely yours,



Mackie Wolf Zientz & Mann, P.C.

